IN THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

SENTRY SELECT INSURANCE COMPANY,)))
Plaintiff,	,))
v.) Cause No. 4:15-cv-00564
STEVEN HOLDEMAN, et al.	
Defendants.)

PLAINTIFF SENTRY SELECT INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT

COMES NOW Plaintiff Sentry Select Insurance Company ("Sentry"), by and through its counsel of record, Sandberg Phoenix & von Gontard P.C., for its Motion for Summary Judgment against Defendants Steven and Sarah Holdeman (collectively the "Holdemans"), Philip and Kathy Stratman (collectively the "Stratmans"), and XTRA Lease, LLC ("XTRA Lease"), pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 7 – 4.01(A), and states as follows:

1. This is a declaratory judgment action in which Sentry seeks a declaration by the Court that Sentry has no duty to defend or indemnify defendant XTRA Lease, LLC in connection with underlying litigation brought against XTRA Lease, LLC ("XTRA Lease") by the Holdemans and Stratmans, defendants herein (the "Underlying Lawsuit"), arising out of an automobile accident occurring on or about February 13, 2014 ("Accident").

¹ In its separate Motion for Default Judgment and Memorandum in Support [Doc. 42], Sentry seeks a declaration by the Court that Sentry has no duty to defend or indemnify defaulted defendants herein, Haris Trokic, C&G Express, LLC, Long Run Express, LLC, and Roger Brown, regarding the claims asserted against them by the Holdemans and Stratmans in the Underlying Lawsuit.

- 2. XTRA Lease tendered its defense of the claims brought by the Holdemans and Stratmans in the Underlying Lawsuit to Sentry pursuant to an insurance policy issued by Sentry to named insured and defendant herein Long Run Express LLC, Policy Number CT751117001 ("Long Run Policy"), and an insurance policy issued by Sentry to named insured and defendant herein C&G Express, LLC, Policy Number CT751827003 ("C&G Policy").
- 3. The identical provisions of the insuring agreement and limit of insurance of the Long Run Policy and C&G Policy provide a basis for summary judgment in favor of Sentry and against XTRA Lease, the Holdemans, and the Stratmans, because Sentry's duty to indemnify XTRA Lease or any other insured under the Policies has been discharged by the exhaustion of the applicable limit of liability of each policy pursuant to Sentry's tender and payment to the Holdemans and Stratmans of the \$1,000,000 policy limit of the Long Run Policy and the \$1,000,000 policy limit of the C&G Policy.
- 4. The identical provisions of the Long Run Policy and C&G Policy provide a basis for summary judgment in favor of Sentry because Sentry's duty to defend XTRA Lease or any other insured under the Policies has been terminated by Sentry's tender and payment to Steven Holdeman of the \$1,000,000 policy limit of the Long Run Policy and the \$1,000,000 policy limit of the C&G Policy pursuant to the execution of settlement agreements authorized by R.S.Mo. § 537.065.
- 5. Sentry files herewith its memorandum in support which includes a statement of uncontroverted material facts. The pleadings and record on file in this action establish there is no genuine issue as to any material fact to Sentry's claim for declaratory relief and show Sentry, as the moving party, is entitled to declaratory judgment as a matter of law.

6. For the reasons stated herein and in its memorandum in support, Sentry requests the Court grant this motion for summary judgment, enter judgment in favor of Sentry and against defendants declaring that Sentry owes no duty to defend or indemnify XTRA Lease or any other insured under the C&G Policy or Long Run Policy for the Holdemans' and Stratmans' respective claims arising out of the Accident or asserted in the Underlying Lawsuit, and award Sentry its

WHEREFORE, for the reasons stated herein and in its memorandum in support, Plaintiff Sentry Select Insurance Company requests the Court grant this motion for summary judgment, enter judgment in favor of Sentry and against defendants XTRA Lease, LLC, Steven and Sarah Holdeman, and Philip and Kathy Stratman, award Sentry its costs, and grant such other and further relief this Court deems just and proper.

SANDBERG PHOENIX & von GONTARD P.C.

/s/ Aaron D. French By:

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costs.

Certificate of Service

I	here	by c	certify	that	on	the	15th	day	of	Octobe	er 2015	the	foregoing	was	filed
electron	ically	with	the C	lerk (of th	ne Co	ourt to	be be	serv	ed by	operation	of	the Court's	elect	tronic
filing sy	stem	upon	all cou	ınsel	and	parti	es of r	ecore	d.						

/s/ Aaron D. French